

STATE OF LOUISIANA

DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS

YOUTH SERVICES



REQUEST FOR PROPOSALS

FOR

RFP No.: 403PURHCT

TITLE: HEALTH SERVICES TECHNICAL ASSISTANCE

PROPOSAL DUE DATE AND TIME: MARCH 25, 2010

CENTRAL OFFICE

FEBRUARY 2010

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GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the State of Louisiana, Department of Public Safety and Corrections, Youth Services (herein referred to as "YS") for the purpose of selecting a contractor to provide:

Provide professional consulting service to assist in the evaluation and selection of RFP bid submissions for comprehensive health, pharmacy services, mental health and dental services for youth; to assist with negotiation of contract with selected vendors; and to provide expertise and assistance with the transition between providers.

1.2 Background

Mission

Youth Services protects the public by providing safe and effective individualized services to youth, who will become productive, law-abiding citizens.

Vision

YS is a quality system of care which embraces partnerships with families, communities and stakeholders to assist youth in redirecting their lives toward responsible citizenship.

We Believe

- All youth are unique, valuable individuals who are worthy of respect and kindness.
- All youth are capable of learning and making healthy decisions.
- All youth should have a safe environment in which to live, grow and learn.

We Value

- The commitment, expertise and professionalism of our staff.
- The continued safety and care of the youth and the public of Louisiana.
- The families, the community, and other partnerships that instill productive and positive changes in our youth.

1.3 Goals/ Objectives/Performance Measures

See Attachment I that delineates the scope of services, goals, objectives and performance measures.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about April 15, 2010 and continue through (June 30, 2011).

2.2 RFP Coordinator

Request for copies of the RFP and written questions shall be directed to the RFP Coordinator listed below:

Marvel Adams, RFP Coordinator
Youth Services
Mailing Address: P. O. Box 66548, Audubon Station
Baton Rouge, LA 70896-6548
Physical Address: 7919 Independence Blvd.
State Police Building, First Floor
Baton Rouge, LA 70806
Phone: (225) 287-7618
Fax: (225) 287-7931
Email: Marvel.Adams@la.gov

This RFP is available on the YS website at <http://www.ojj.LA.gov> in either PDF format or MS Word format and on the State of Louisiana Procurement and Contract Network (LaPAC) at <http://wwwprd.doa.louisiana.gov/OSP/LaPAC/pubmain.asp>.

2.3 Calendar of Events

Table 1 Calendar of Events

EVENT	DATE
Advertise RFP (in newspapers and LaPAC) and Mail Public Announcements	2/22/2010
Deadline for Receiving Proposer Inquiries	3/1/2010 4:30 p.m. CST
Issue Responses to Proposer Inquiries	3/5/2010
Proposal Submission Deadline	3/25/2010 2:00 p.m. CST
Proposal Evaluation/Scoring	3/30/2010
Notice of Intent to Award	4/5/2010
Contract Negotiations	4/6 – 4/9
Contract Start Date	04/15/2010

NOTE: YS reserves the right to amend and/or change this calendar of events, as it deems necessary.

2.4 Proposer Inquiries

YS will consider written Proposer inquiries regarding RFP requirements before the date specified in the Calendar of Events. YS reserves the right to modify the RFP should a change be identified that is in the best interest of YS.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at (225) 287-7931 or email at Marvel.Adams@la.gov by **4:30 p.m. CDT, March 1, 2010.** All questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the Proposers will be posted as an addenda by **March 5, 2010** on <http://www.ojj.LA.gov>, as well as posted to the State of Louisiana Procurement and Contract Network (LaPAC) at <http://wwwprd.doa.louisiana.gov/OSP/LaPAC/pubmain.asp> and issued to all vendors on the vendor list.

Only Marvel Adams has the authority to respond to Proposer's questions on behalf of YS. Any communications from any other individuals are not binding to YS.

2.5 Definitions

Table 2 Definitions

Agency	Youth Services
Contractor	A firm or individual who is awarded a contract.
Evidence Based Practice	Best practice that has been tested against a control group in an academic setting to determine scientifically the practice's ability to produce positive outcomes.
Individual Treatment Plan (ITP/IIP)	An individualized plan for each youth describing the interventions used to address specific need areas.
Monitor/Program Specialist	An agency employee assigned to review program effectiveness, compliance with contract provisions and accepted standards and public policy or state law; assists in staff development and provides technical assistance to support quality and compliance, as needed.
Multidisciplinary Team (MDT)	A group of individuals from diverse disciplines who provide comprehensive assessment and consultation and assist in identifying the goals of the Individual Treatment/Intervention Plan. The MDT should include facility and/or community providers, mental health professionals, educators, Agency staff, youth and family members.
Outcomes	The desired impact and effectiveness of the service on the client; must be measurable and observable.

Program Slot	Contract designation for the approved number of youth who can be assigned to a program at any one time.
Proposal	A response to an RFP.
Proposer	A firm or individual who responds to an RFP.
Provider	An individual or organization providing services to Youth Services, through a duly executed contractual agreement. The terms “Contractor”, “facility” and “program” are also used to mean provider.
Region	An organizational subdivision of Youth Services with a defined geographical area.
RFP	A request for proposals.
Shall, Must, or Will	Denotes mandatory language, a requirement that must be met without alteration.
Should, Can, or May	Denotes desirable, non-mandatory language.
Standard Operating Procedures (SOP)	Youth Services has posted its Standard Operating Procedures For All Contract Providers at http://www.ojj.LA.gov. Additional definitions can be found in the SOP document.
State	Agencies, departments, offices, boards, commissions and other governmental entities within or reporting to the Executive, Legislative and Judicial branches of Louisiana government including, but not limited to Youth Services, the Legislative Auditor, Division of Administration, Office of Contractual Review.
Youth	A young person adjudicated delinquent or Families in Need of Services and placed in the custody or under the supervision of Youth Services.
YS	Youth Services

3 PROPOSAL INFORMATION

3.1 Qualifications of Proposer

Proposer must demonstrate prior successful experience performing similar services as described in Attachment I: Scope of Services.

The proposer must provide evidence that his organization has adequate financial resources. The organization must have the financial resources to operate for ninety

(90) days as demonstrated by an audited financial statement prepared by a Certified Public Accountant. Proposer must submit an audited annual financial statement (compilation report is not acceptable) for the **Accounting Period 2007 or later**.

If the organization is new or is otherwise unable to provide an audited financial statement, the proposal must clearly indicate WHY the proposer cannot provide an audited financial statement. The current financial circumstances of the organization may then be demonstrated by submitting the organization's current balance sheet containing current assets and current liabilities. Financial resources will be measured as follows:

Current Assets – Current Liabilities or an available line of credit documented by a financial institution must equal no less than 25% of the annual operating cost of the program proposal submitted.

3.2 Determination of Responsibility

Determination of the Proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. YS must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for YS to make its determination by presenting acceptable evidence of the above to perform the contracted services.

The contract(s) awarded shall be based on the proposals considered most advantageous to YS as indicated by the evaluation criteria contained in this RFP.

3.3 RFP Addenda

YS reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda will be posted to LaPAC and the Youth Services website.

3.4 Waiver of Administrative Informalities

YS reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by YS to award a contract. YS reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in YS's best interest. **Further, failure of a Proposer to comply with mandatory requirements of this RFP will result in the rejection of their proposal.**

3.6 Withdrawal, Resubmission, or Changes to Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator. A Proposer may change a proposal by submitting the changes prior to the deadline for proposal submission and in accordance with the Response Instructions in Section 4.

3.7 Subcontracting Information

YS shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP proposal. The general requirement notwithstanding, Proposers may enter into subcontractor arrangements; however, they should acknowledge in their proposals total responsibility for the entire contract.

If the Proposer intends to subcontract for portions of the work, the Proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the Proposer under the terms of this RFP shall also be required for each subcontractor.

Prior to award of the contract, the selected Proposer shall provide written commitments from all subcontractors to commence work by the proposed contract effective date, to accept all contract provisions, and to adhere to an established system of accounting and financial controls adequate to permit effective administration of the contract.

Unless specifically permitted in the contract with YS, the contractor shall not contract with any other party for furnishing any of the work herein contracted without the express prior written approval of YS.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of YS. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

YS shall not be liable for any costs incurred by prospective Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by YS.

3.11 Errors and Omissions in Proposal

YS shall not be liable for any errors in proposals. YS reserves the right to make corrections or amendments due to minor administrative errors identified in proposals by YS or the Proposer. YS, at its option, has the right to request clarification, documentation or additional information from the Proposers. Proposers will have five (5) business days to respond to such requests. Failure to do so may result in the rejection of their proposal or a reduction in the points awarded to the proposal.

3.12 Contract Award and Execution

YS intends to award a single contract with a single contractor to provide all services cited in this RFP. YS reserves the right to make a single award or no award based on the quality of the proposed services, funding, existing services, and the proposer's ability to meet requirements for the determination of financial responsibility.

YS reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received. YS reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by YS.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment IV. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten (10) days or if the selected Proposer fails to sign the final contract within 10 business days of delivery of it, YS may elect to cancel the award and award the contract to the next-highest-ranked Proposer. The contractor will be expected to begin provision of services within 30 days of receipt of signed contract.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of Chapter 15 of Title 42, State of Louisiana Code of Governmental Ethics, if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

By submission of a proposal, the Proposer certifies that in conjunction with this proposal:

- The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for restricting competition as to any matter relating to such prices with any other Proposer.
- No attempt has been made or will be made by the Proposer to induce any other Proposer to submit a proposal for restricting competition.
- The contents of the proposal are the original creation of the offertory and have not been copied from other proposals. Any proposal that is determined to have been duplicated from another proposal without the written permission from the author of the original proposal will immediately be disqualified.

Please note that the above is not intended to limit collaboration between service providers that increase the continuum of services or the availability of service delivery.

4 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Proposals must be received **on or before 2:00 p.m. CDT, March 5, 2010** Proposers mailing their proposals should allow sufficient mail and/or courier delivery time to ensure receipt of their proposals by the time specified. **Any proposal received after the deadline will not be considered.** The proposal package must be delivered at the Proposer's expense to:

Name of RFP Coordinator:	Marvel Adams
State agency:	Youth Services
Address:	P. O. Box 66458, Audubon Station Baton Rouge, LA 70896-6548

For courier delivery, the street address is:	7919 Independence Blvd. State Police Building, First Floor Baton Rouge, LA 70806 Phone: (225) 287-7618
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It is solely the responsibility of each Proposer to assure that its proposal is delivered at the specified place and prior to the deadline for submission. Proposals that for any reason are not received timely will not be considered. Fax or e-mail submissions shall not be acceptable.

4.2 Proposal Format

YS requests that one (1) original and two (2) copies of the proposal be submitted to the RFP Coordinator at the address specified. The original proposal should contain original signatures and should be clearly marked or differentiated from the other copies of the proposal.

- Pages should be numbered consecutively throughout the proposal.
- The narrative of the proposal should not exceed forty (40) double-spaced typewritten pages. The page limit excludes attachments.
- The cover of the proposal should indicate that the proposal is submitted in response to the Request for Proposal for *HEALTH SERVICES TECHNICAL ASSISTANCE*.
- The title page should state the name, title, address, email, telephone number, fax number and Federal Tax ID number of Proposer and the name of the Scope of Services being proposed.
- The proposal should be divided as follows:
 - Title Page
 - A table of contents page should indicate page locations for each of the principal sections of the proposal and additional detail as appropriate.
 - Understanding of Scope
 - Prior Experience
 - Qualifications of Personnel
 - Cost
 - Corporate Requirements

This copy will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. For corporations, a copy of a board resolution granting such authority should be submitted.

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.4 Technical and Cost Proposal

Proposer should submit a proposal as specified in Attachment I and II that should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all areas requested.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment III.

5 EVALUATION AND SELECTION

5.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by YS, which will determine proposal(s) most advantageous to YS, taking into consideration price and the other evaluation factors set forth in the RFP.

5.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to comply with mandatory administrative and content requirements will be rejected from further consideration.

5.3 Small Entrepreneurship (Hudson Initiative and The Veteran Initiative) Program

This procurement has been designated as suitable for small entrepreneurship participation. Proposers will find additional information about this program in Attachment II.

5.4 Evaluation and Review

Proposer must demonstrate prior successful experience in performing similar services as described in Attachment I: Scope of Services.

Proposals that pass the administrative and mandatory requirements screening will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

Scoring will be based on a possible total of 110 points. Evaluations will be conducted by an Evaluation Team. Individual scores will be tallied to achieve a final score for each proposal.

The Proposer with the highest score will be recommended for award.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

Table 3. Evaluation Scoring Table

CRITERIA	MAXIMUM SCORE
1. Understanding of Scope <ul style="list-style-type: none">• The Proposer demonstrates knowledge and understanding of the scope of work.• The Proposer demonstrates the knowledge of all services to be performed.	15

2. Technical Proposal/Plan for Project Execution <ul style="list-style-type: none"> • Overall staffing patterns are conducive to achievement of specific goals, objectives and deliverables. • The program demonstrates an ability to achieve all specified outcomes for each scope of service. • Proposal includes an internal performance monitoring and program evaluation system to track the specified outcomes in each scope of service. 	20
3. Prior Experience <ul style="list-style-type: none"> • Proposer must demonstrate prior successful experience performing similar services as described in Attachment I: Scope of Services. • Key personnel are well qualified and have experience in performance of similar work. • The organization has access to essential support services (administrative, fiscal, staff development). 	20
4. Qualifications of Personnel <ul style="list-style-type: none"> • Proposal includes sufficient number of staff to deliver the proposed services. • Qualifications of staff are adequately described and are appropriate. • Job descriptions for all staff are included and clearly outline the responsibilities. 	10
5. Cost <ul style="list-style-type: none"> • Cost will be computed based on the formula indicated below. • Information contained in the cost proposal supports the reasonableness of the total project cost. 	30
6. Bonus Points <ul style="list-style-type: none"> • A proposer shall earn 4 extra points for submitting all requested documentation in the proposal. 	4
7. Small Entrepreneurship <ul style="list-style-type: none"> • Proposers who are Certified SE (Hudson Initiative Program); and/or • Proposers who are Certified VSE (Veteran-Owned Small Entrepreneurship); and/or • Proposers who are Certified SE (Disabled Veteran-Owned Small Entrepreneurship); and/or • Proposers who demonstrate having made a good faith effort to use one or more SE's as subcontractors. 	11
TOTAL SCORE	110

YS will review the total project cost and the budget information for reasonableness. If proposed costs are deemed not reasonable, proposer will get zero (0) points for cost score. Proposers whose cost information is determined to be reasonable will have their project cost subjected to the following cost formula:

The Proposer with the lowest total project cost that is reasonable shall receive the 30 points. Other Proposers shall receive cost points based upon the following formula:

$$CS = (LPC/PC*30)$$

Where: CS = Computed cost score for Proposer

LPC = Lowest proposed cost that is reasonable of all Proposers

PC = Proposer's cost

The Evaluation Team will compile the scores and make a recommendation to the head of the agency based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.5 Announcement of Contractor

YS will notify the successful Proposer and proceed to negotiate terms for a final contract. Unsuccessful Proposers will be notified in writing.

6 CONTRACTOR REQUIREMENTS

6.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall obtain a Certificate of Authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana prior to full execution of the contract. A copy of this certificate must be submitted to YS prior to full execution of the contract.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a Disclosure of Ownership form has been properly filed with the Secretary of State of Louisiana prior to full execution of the contract. A copy of the Disclosure of Ownership must be submitted to YS prior to full execution of the contract.

6.2 Billing and Payment

Billing and payment terms shall be negotiated with the successful Proposer. Payment for services will be on fixed fee basis, inclusive of all expenses.

The Contractor shall bill YS monthly by the 10th of the following month. All invoices must be submitted on YS format and signed by an authorized representative of the Contractor.

If there are no discrepancies, YS shall issue payment for services provided by the Contractor within fifteen (15) days after approval of the invoice by the YS Deputy Undersecretary. YS is not responsible for the cost of services that are not included in negotiated fixed rate fee.

Falsification of invoices may result in contract cancellation, withholding subsequent payments, civil action, criminal charges or any other sanctions that may be imposed by law or regulation.

Discrepancies in billing or disbursements will only be considered for adjustment by YS when they are reduced to writing. These discrepancies must be received by YS no later than ten (10) working days beyond the last payable day of the month in which the

alleged billing discrepancy occurred or ten (10) days beyond the date payment is received.

YS shall have the right to offset and withhold any costs that have been disallowed under this contract or previous contracts from amounts due to the Contractor. YS reserves the right to reduce the contractor's invoice if the services provided during the invoiced month have not been provided or have not been provided satisfactorily and in accordance with the contract. Payment of said reduction will be held until satisfactory resolution has been made.

6.3 Confidentiality

Contractor shall abide by the Confidentiality Requirements listed in the Sample Contract and in Section 3.12 of YS Standard Operating Procedures. A copy of the YS Standard Operating Procedures may be obtained by written request to the RFP Coordinator or downloaded from the YS website at <http://www.ojj.LA.gov>.

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance is the contractor to discuss and/or release information to the media concerning this project without prior express written approval of YS

ATTACHMENT I: SCOPE OF SERVICES**HEALTH SERVICES TECHNICAL ASSISTANCE****PURPOSE**

The purpose of this project is: To provide professional consulting service for the evaluation and selection of RFP bid submissions for comprehensive health, mental health and dental services for youth; to assist with negotiation of contract with selected vendor; and to provide expertise and assistance with the transition between providers.

SPECIFIC GOALS, OBJECTIVES AND DELIVERABLES

Contractor works with YS' Health Care Administrator and staff to evaluate RFP bid submissions for comprehensive health, mental and dental services for youth in YS' secure care facilities (electronic communication and review).

Contractor will be on-site at YS' headquarters and facilities for approximately 3 days for vendor presentations and site visits.

Contractor provides feedback, guidance and advice with regard to selection of vendor(s) to provide comprehensive health, mental health and dental services for youth in YS' secure care facilities (electronic communication and conference calls).

Contractor will be on-site at YS' headquarters for up to 3 days for negotiation of contract with selected vendor (on-site, one to three days).

Contractor will support Health Care Administrator with development of a transition plan collaborating with the new vendor and the actual transition between providers (electronic communication).

Contractor will be present on Vendor's Start Date to oversee transition (onsite, up to five days). Contractor must be on-site for last day of existing vendor's contract and first day of new vendor's contract.

Contractor will be available for transition period as needed for up to twelve months to review new vendor transition/progress (electronic communication, conference calls, potential on-site).

EVALUATION OF PERFORMANCE

Performance will be monitored for contract compliance and measured against the specific goals and objectives as stated in the RFP with a benchmark of deliverables to be determined prior to contract issuance. The Contractor shall submit a written report annually and/or at the end of the contract term. Reports shall be due within thirty (30) days of the above-stated period(s). The report shall reflect the outcome measures of the services offered as identified in the contract.

The contractor must track information that demonstrates success for the following outcome measures:

- Contractor will be present for approximately 3 days for vendor presentations and site visits.
- *Contractor provides feedback, guidance and advice with regard to selection of vendor(s) to provide comprehensive health, mental health and dental services for youth in YS' secure care facilities (electronic communication and conference calls).*
- *Contractor will be on-site at YS' headquarters for up to 3 days for negotiation of contract with selected vendor (on-site, one to three days).*
- *Contractor will support Health Care Administrator with development of a transition plan collaborating with the new vendor and the actual transition between providers (electronic communication).*
- *Contractor will be present on Vendor's Start Date to oversee transition (onsite, up to five days). Contractor must be on-site for last day of existing vendor's contract and first day of new vendor's contract.*
- *Contractor will be available for transition period as needed for up to twelve months to review new vendor transition/progress (electronic communication, conference calls, potential on-site).*

Should YS develop the capacity to collect this data electronically; the contractor will be required to participate in this process.

The YS Health Care Administrator will be the Contract Performance Coordinator for the contract and will be responsible for the monitoring and liaison functions, reviewing reports and other indicia of performance.

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in the contract and all other applicable standards in accordance with YS Policies. YS will conduct regular site visits, including annual assessments of contract performance and compliance. Contractor will be notified in writing of any issues of non-compliance and will be given a time frame to create and implement a corrective action plan.

Contractor shall have an opportunity to respond to and request a review of the Contract Performance Coordinator's findings to the Deputy Secretary within ten (10) days of receipt of the written notice. The Deputy Secretary will make a final rule on the corrective action within fifteen (15) days of the review.

Corrective actions shall be completed within the time frame given in the written notice or within thirty (30) days of the Deputy Secretary's final decision. Failure to comply will result in the application of graduated sanctions as outlined in the Standard Operating Procedures, YS policy A.4.2, and may include termination of the contract.

SPECIAL/MANDATORY REQUIREMENTS

- A. The contractor will be expected to begin provision of services within 30 days of receipt of the fully executed contract.

FISCAL CONSIDERATION/PAYMENT

Payment for services will be on a fixed fee basis as negotiated by YS, as more fully detailed in Attachment IV. Sample Contract, Section IV. Payment Terms.

Continued funding of the contract will be contingent upon appropriation of funds by the Louisiana legislature, as more fully described in Section VI. Standard Provisions, A. Availability of Funds.

Small Entrepreneurship (Hudson Initiative and The Veteran Initiative) Program

If the contract is an SE (HI, VSE, or DVSE) participant, then the Contractor will be required to report small entrepreneurship subcontractor or distributor participation and the dollar amount of each, as more fully outlined in Attachment II. Proposal Information, Paragraph 5. Small Entrepreneurship (Hudson Initiative and The Veteran Initiative) Program Participation.

ATTACHMENT II: PROPOSAL INFORMATION

Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, Proposer contact name and telephone number, and the stipulation that the proposal is valid for a time of ninety (90) days after proposal submittal. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, the Proposer should supply and clearly label an explanation of each exception. The Proposer should address the specific language in Attachment IV and should submit whatever exceptions or exact contract modifications its company may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

1. Corporate Background/Prior Experience/Financial Condition

The Proposer should give a brief description of its company including a brief history, corporate structure and organization, number of years in business, and must supply financial information as required in Section 3.2. The proposer should list the names and contact information of Board of Directors if governed by a board. The proposer should include a letter of Tax Exempt Status, if applicable.

The proposer must provide copies of all required licenses and certifications prior to full execution of the contract (if chosen as contractor) and should include them in the proposal if they have already been obtained.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities including names and telephone numbers of those references.

If subcontractors will be used, the Proposer should clearly identify any subcontractor arrangements. The Proposer should provide the same information regarding the subcontractor's company as is requested for the Proposer's company.

2. Proposed Project Staff, including Qualifications of Personnel

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should be in the form of a resume containing education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

If subcontractor personnel will be used, the Proposer should clearly identify these persons and provide the same information requested for the Proposer's personnel.

Also, include the following information:

- Describe staffing patterns, including administrative and programmatic, and give rationale
- Describe staff orientation and in-service training for proposed program
- Organizational chart
- Resume or Position Description for Program Director
- Job Descriptions

3. Approach and Methodology – Youth housed in YS' secure care facilities require comprehensive health, mental health, and dental care services; therefore responders to this RFP should demonstrate expertise in providing guidance in the search for qualified vendors.

This section of the proposal should contain the following information:

- References: Describe experience with projects involving the evaluation of RFP bid submissions for comprehensive health, mental health, and dental services.
- Indication of proposer's understanding of the nature of the project and how its proposal will best accomplish the goals of the state agency;
- Action plan matrix demonstrating the steps required to achieve the selection of qualified vendors.

4. Proposal Checklist

Requested document checklist: Please include with proposal a copy of the below checklist. Each attachment should be checked off on the checklist and included with proposal, if applicable.

- ☐ **MANDATORY** - Fully completed proposal with original signature of an authorized representative
- ☐ **MANDATORY** - Audited Financial Statement
- ☐ **MANDATORY** - Completed and signed Attachment III. Certification Statement

- ☐ **MANDATORY** - Describe staffing patterns, including administrative and programmatic, and give rationale.
- ☐ **MANDATORY** - Provide information regarding the qualifications and experience of any staff, including copies of job descriptions and resumes/vitae of key personnel.
- ☐ **MANDATORY** – Budget Format
- ☐ **MANDATORY** - Completed and signed Attachment VII. Cost Proposal Summary
- ☐ **MANDATORY** - Resumes or Position Description for Program Director and key personnel
- ☐ **MANDATORY** - Job Descriptions
- ☐ **MANDATORY** - List of References
- ☐ List the names and contact information of Board of Directors.
- ☐ Letter of Tax Exempt Status, if applicable
- ☐ Organizational Chart
- ☐ Board Resolution
- ☐ Disclosure of Ownership (as applicable)
- ☐ Certificate of Authority to do Business in Louisiana, if applicable

All proposers are encouraged to use this checklist to ensure that all requested documentation is included with the proposal. **Proposers shall earn 4 Bonus Points for inclusion of all documents.**

5. Small Entrepreneurship (Hudson Initiative and The Veteran Initiative) Program Participation

The State of Louisiana's Small Entrepreneurship (Hudson Initiative and The Veteran Initiative) Program is designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as SE's) to participate in contracting and procurement with the state. A certified small entrepreneurship is one that has been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <https://www.ledsmallbiz.com/seinformation.htm>.

Proposers are encouraged to use small entrepreneurship where sub-contracting opportunities exist. Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified SE or who have made a good faith effort to use one or more SE's as subcontractors.

Written notification to certified small entrepreneurship is the preferred method to inform certified SE's of potential subcontracting opportunities. A current list of small entrepreneurship, which have been certified by the Louisiana Department of Economic Development as Hudson Initiatives may be accessed from the State of Louisiana

Procurement and Contract Network (LaPAC) by clicking "Vendor Link LA", then clicking "Search for Registered Vendors" at <http://www.prd.doa.louisiana.gov/OSP/LaPAC/pubmain.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE". You may contact the Louisiana Department of Economic Development for a list of certified businesses at <https://smallbiz.louisianaeconomicdevelopment.com/> or call (225) 342-3000 for a list of businesses certified as Veteran-Owned Small Entrepreneurships or Disabled Veteran-Owned Small Entrepreneurships. Copies of notification to at least three (or more) certified SE's will satisfy the notification requirements. Notification must be provided to the certified SE's by the Proposer in writing no less than five working days prior to the date of proposal deadline. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact.

Proposers that plan to use certified SE's should include in their proposal the names of their certified SE subcontractor(s), a description of the work each will perform, and the dollar value of each proposed certified SE subcontract. If a certified SE was not selected, the Proposer should provide written justification of the selection process.

Proposers that plan to use certified SE's should provide documentation to demonstrate their good faith subcontracting effort (i.e., phone logs, fax transmittal logs, letters, e-mails) in order to receive any reserved points.

In the event questions arise after an award is made relative to the Proposer's good faith efforts, the Proposer will be required to provide supporting documentation to the contract monitor to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (R.S 39:2001 *et. seq.*) and rules (LAC 19:VIII.Chapters 11, 13 and 15) concerning this program may be viewed, respectively, through the following websites:
<http://www.legis.state.la.us/lss/lss.asp?doc=96265>
<http://www.doa.louisiana.gov/osp/osp.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of subcontractors.

6. Cost

The proposer shall quote total cost for services and shall quote a fee schedule that is inclusive of all reimbursable expenses. Proposer should use Attachment VII to provide the fee schedule.

The proposed rate must be supported by a detailed twelve (12) month budget. Proposer should use Attachment VIII.

7. Administrative Information

Provide a completed Certification Statement as shown in Attachment III.

ATTACHMENT III: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT - YS requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact
Name: _____
A. E-mail Address: _____
B. Facsimile Number with
area code: _____
C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to YS to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for ninety (90) days after submission of the proposal.
5. Proposer understands that if selected as the successful Proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature _____
Typed or Printed Name: _____
Title: _____
Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT IV: SAMPLE CONTRACT

STATE OF LOUISIANA CONTRACT

On this ____ day of 20__, the State of Louisiana, [STATE AGENCY NAME], hereinafter sometimes referred to as the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

Provide professional consulting service for the evaluation and selection of RFP bid submissions for comprehensive health, mental health and dental services to youth; to assist with negotiation of contract with selected vendor; and to provide expertise and assistance with the transition between providers.

1.2 STATEMENT OF WORK - See Attachment I: Scope of Services

1.2.1. GOALS AND OBJECTIVES

Contractor works with YS' Health Care Administrator and staff to evaluate RFP bid submissions for comprehensive health, pharmacy services, mental and dental services for youth in YS' secure care facilities (electronic communication and review).

Contractor will be on-site at YS' headquarters and facilities for approximately 3 days for vendor presentations and site visits.

Contractor provides feedback, guidance and advice with regard to selection of vendor(s) to provide comprehensive health, mental health and dental services for youth in YS' secure care facilities (electronic communication and conference calls).

Contractor will be on-site at YS' headquarters for up to 3 days for negotiation of contract with selected vendor (on-site, one to three days).

Contractor will support Health Care Administrator with development of a transition plan collaborating with the new vendor and the actual transition between providers (electronic communication).

Contractor will be present on Vendor's Start Date to oversee transition (onsite, up to five days). Contractor must be on-site for last day of existing vendor's contract and first day of new vendor's contract.

Contractor will be available for transition period as needed for up to twelve months to review new vendor transition/progress (electronic communication, conference calls, potential on-site).

1.2.2. PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

- Contractor will be present for approximately 3 days for vendor presentations and site visits.

- Contractor provides feedback, guidance and advice with regard to selection of vendor(s) to provide comprehensive health, mental health and dental services for youth in YS' secure care facilities (electronic communication and conference calls).
- Contractor will be on-site at YS' headquarters for up to 3 days for negotiation of contract with selected vendor (on-site, one to three days).
- Contractor will support Health Care Administrator with development of a transition plan collaborating with the new vendor and the actual transition between providers (electronic communication).
- Contractor will be present on Vendor's Start Date to oversee transition (onsite, up to five days). Contractor must be on-site for last day of existing vendor's contract and first day of new vendor's contract.
- Contractor will be available for transition period as needed for up to twelve months to review new vendor transition/progress (electronic communication, conference calls, potential on-site).

Should YS develop the capacity to collect this data electronically; the contractor will be required to participate in this process.

1.2.3. MONITORING PLAN

The YS Health Care Administrator will monitor the services provided by the **contractor** and the expenditure of funds under this contract. The YS Health Care Administrator will be primarily responsible for the day-to-day contact with the **contractor** and day-to-day monitoring of the **contractor's** performance. The monitoring plan is the following:

Performance will be continuously monitored for contract compliance and measured against the requirements as contained in the contract and all other applicable standards in accordance with YS Policies. YS will monitor reports and other indicia of performance against the specific goals and objectives as stated in the RFP with a benchmark of deliverables to be determined prior to contract issuance.

1.2.4. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

1.2.5. SUBSTITUTION OF KEY PERSONNEL

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on [DATE] and shall end on [DATE]. State has the right to contract for up to a total of ___ years with the concurrence of the Contractor and all appropriate approvals.

2.2 STATE FURNISHED RESOURCES

YS shall appoint a Project Coordinator for this Contract identified in Section 1.2.3, who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for

management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of YS and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract. YS will provide access to any document necessary to assist Contractor in achieving the goals described in this RFP.

2.3 TAXES

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$[TO BE INSERTED]. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of *(Name of Designee)*.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

(The following paragraph may be appropriate for some contracts where retainage is withheld. Withholding of retainage is recommended whenever possible.)

Ten percent (10%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. {Rework this}

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein

or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

7 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8 ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

9 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration, shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

11 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and

information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

12 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

14 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

15 APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

16 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

17 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

18 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

19 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

THUS DONE AND SIGNED on the date(s) noted below:

CONTRACTOR'S SIGNATURE

STATE'S SIGNATURE

DATE

DATE

ATTACHMENT V: SAMPLE BOARD RESOLUTION

MEETING OF THE BOARD OF DIRECTORS
OF
(CORPORATION'S NAME)

A meeting of the Board of Directors of (CORPORATION'S NAME) was held on (DATE), whereby a resolution was passed authorizing (NAME AND TITLE OF THE INDIVIDUAL AUTHORIZED TO SIGN ON BEHALF OF THE CORPORATION) by his signature, to enter into any and all contractual obligations on behalf of this corporation.

Secretary/Chairman

ATTACHMENT VI: DISCLOSURE OF OWNERSHIP

(SECRETARY OF STATE)

Instructions:

- This form (obtainable through the Secretary of State website) is to be used when an existing corporation intends to contract with the state. This requirement does not apply to nonprofit corporations organized on a non-stock basis, any agreement entered between the state and a corporation for electric or gas service, publicly traded corporations, or state chartered banks
 - You will receive a copy marked Received and filed by the Secretary of State. You may furnish a photo- copy of the filed form to the appropriate state agency.

This form must be completed and filed with the Secretary of State, Corporations Division, unless you meet one of the following exemptions:

- ☐ **PRIVATE, NON-PROFIT CORPORATION**
- ☐ **LIMITED LIABILITY CORPORATION (LLC)**

To file a Disclosure of Ownership with the Louisiana Secretary of State, you must complete the attached Form 320; enclose filing fee payable to the Secretary of State and mail to the Corporations Division, P. O. Box 94125, Baton Rouge, LA 70804-9125.

The phone number for further information is 225-925-4704

Disclosure of Ownership Form may be obtained by downloading from the Secretary of State's Office at www.sos.louisiana.gov/comm/cforms/f-320.pdf.

ATTACHMENT VII: COST PROPOSAL

The cost proposal must be signed by the person authorized to bind the proposing organization as indicated in the Board Resolution (Attachment V) in order to be considered. **This attachment must be used to provide the proposed fee schedule.**

A. The total amount that I propose for the 15 (fifteen) month term of the contract is \$_____.

B. My proposed schedule of payments for this project is:

(Describe proposed payment rate such as hourly rate for "X" number of hours; amount per month; amount per project phase, etc. All proposed schedules of payment should take into consideration payments shall be equal to the value of deliverables received.)

I understand that if I am awarded a contract agreement as a result of this proposal, I will be required to provide these services at the above quoted fee schedule for the entire term of the contract.

Proposer's Signature

Date

ATTACHMENT VIII: PROGRAM BUDGET

DESCRIPTION	ANNUAL	Administrative	Programmatic
SALARIES & FRINGES:			
Personnel Salaries *			
Fringe Benefits			
Total Salaries & Fringes			
PERSONNEL TRAVEL:			
Transportation*			
Conferences/Training*			
Total Personnel Travel			
OPERATING SERVICES:			
Printing			
Insurance			
Maintenance – Auto			
Maintenance – Building			
Maintenance – Other *			
Rental – Building			
Rental - Other *			
Dues & Subscriptions			
Postage			
Telephone			
Utilities			
Total Operating Services			
OPERATING SUPPLIES:			
Office Supplies			
Medical Supplies			
Food			
Automotive Supplies			
Maintenance Supplies			
Janitorial Supplies			
Laundry Supplies			
Dietary Supplies			
Youth/Offender Personal			
Total Operating Supplies			
PROFESSIONAL SERVICES:			
Accounting & Auditing			
Medical			
Consulting *			
Legal *			
Other *			
Total Professional			
ACQUISITIONS:			
Buildings *			
Auto *			
Equipment *			
Other *			
Total Acquisitions			
OTHER EXPENSE*			
TOTAL BUDGET			

*** A FULL Explanation should be provided for each category in the Program Budget. Position TITLE and salaries/RELATED BENEFITS SHOULD BE LISTED for each POSITION. Travel should indicate the individuals, purpose and itemized listing of travel costs (i.e., destination, mileage rate, meals, registration, etc). Maintenance and/or rental agreements should individually list the items and period covered. A listing of the acquisitions/equipment should include a description of each item and its acquisition cost. All professional services should list the service provider name and title, description of the services provided and the annual dollar amount of each contract/agreement. Other expenses should list the type, purpose, method of computation, quantity, etc. If interest expenses are included, the financed items, terms and dollar amount should be indicated. Indirect/Joint Cost allocation plans should be submitted.**